

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

JAMES R. TACCINO, et al.

v.

UNION FIRST MORTGAGE, ET AL.

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Civil No. JFM-10-316

MEMORANDUM

Plaintiff has instituted this *pro se* action against Bank of America and Union First Mortgage. Defendants have filed motions to dismiss to which plaintiff has responded. The motions will be granted. Because the grounds for granting the motion are clear cut, only a brief statement of the reasons for my ruling is necessary.

A. Claims Against Bank of America

1. Plaintiffs' claims are based upon three loans that were made to them by Countrywide Home Loans, Inc. Despite plaintiffs' allegation to the contrary, two of these loans (the "Logston Hollow" loan and the "Polk" loan) were not assigned by Countrywide to Bank of America. Therefore, plaintiffs have no claim against Bank of America as to those two loans.
2. As to the third loan, the "Mustaphal" loan, plaintiffs' claims under the Truth in Lending Act Fail because (a) they are time barred, not having been filed within one year of the day on which plaintiffs became contractually obligated under the loan, and (b) plaintiffs signed documents at the closing of the loan acknowledging that they received a TILA Disclosure of statement and sufficient copies of the Notice of Right to Cancel.

3. As to the Mustaphal loan, plaintiffs' claims under Real Estate Settlement Procedures Act fail because (a) there is no private right of action under RESPA for failure to provide a Good Faith Estimate, and (b) plaintiffs signed numerous documents indicating they were receiving a 40-year loan.
4. Plaintiffs' claims based upon the failure of Bank of America to supply home ownership counseling to plaintiffs and for failing to modify plaintiffs' loan "pursuant to President's Stimulus Bill" fail because there is no basis in law for requiring Bank of America to provide home ownership counseling to plaintiffs or to modify their loan under the Stimulus legislation.

B. Claims Against Union First Mortgage

Plaintiffs' claims against Union First Mortgage are not clearly stated and on that ground alone should be dismissed. To the extent that they overlap with plaintiffs' claims against Bank of America, they fail for the same reasons stated in Section A of this memorandum.

A separate order is being entered herewith granting defendant's motions to dismiss and dismissing this action.

Date: September 2, 2010

/s/
J. Frederick Motz
United States District Judge